



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** RADIATOR REPAIR AND REPLACEMENT

**CONTRACT #:** 0609-04

**CONTRACT DATES:** 7/22/04-7/31/09

**BUYER:** Sharon A. Berndt  
**PHONE:** 585/753-1110  
**FAX:** 585/753-1104

**VENDOR(S):** J & M SCHELKUN INC.  
DBA EMPIRE RADIATOR SERVICE  
253 DEWEY AVE.  
ROCHESTER, NY 14608  
  
PHONE: (585) 254-7140

## **TERMS AND CONDITIONS**

<u><b>BID ITEM:</b></u>	<b>RADIATOR REPAIR AND REPLACEMENT</b>
<u><b>FOR:</b></u>	ENVIRONMENTAL SERVICES, FLEET MAINTENANCE
<u><b>DEPARTMENT CONTACT:</b></u>	Melvin Rose, (585) 753-7572
<u><b>DUPLICATE COPIES:</b></u>	Please submit your bid in duplicate; the original and one (1) copy.
<u><b>BID INFORMATION:</b></u>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein, and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<u><b>SUBMITTAL OF FORMAL PROPOSAL:</b></u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>COPIES AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Worker's Compensation</b> and <b>disability benefits</b> coverage or proof that they are exempt.</p>
<u><b>SPECIFICATION ALTERATIONS:</b></u>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. <b>Only formal written addenda can materially alter this set of specifications.</b> No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<u><b>QUANTITIES:</b></u>	The quantities listed on are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. <u>Estimates are based upon actual annual usage for 2003 by County Fleet Maintenance only.</u>
<u><b>BRAND REFERENCE:</b></u>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

**QUALIFIED BIDDER:**

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF  
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **Total**. Bidder must bid on all items to be considered. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

**CONTRACT TERM:**

Contract will start with the date of the contract award and run through July 31, 2005, with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

**PRICE CHANGES:**

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

**MINIMUM ORDER:**

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**DELIVERY:**

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within one (1) week after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER  
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or his authorized agent prior to delivery.

**BILLING  
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/  
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED  
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

**SUBCONTRACT:**

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

**RELATED ITEMS:**

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

**SECURITIES AND  
INSURANCE:**

Any Certificate of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 p.m. on that day.

**WAGE RATES:**

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at [www.labor.state.ny.us](http://www.labor.state.ny.us).

**OTHER AGENCIES:**

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts, or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**RESPONSE TIME:**

The following turnaround time is required of the Contractor upon receipt of the defective radiator:

- (1) REPAIRS: Returned to ordering department within twenty-four (24) hours of receipt of the order.
- 2) RECORES: Returned within three (3) days of receipt of the unit.  
(NEW) REPLACEMENT RADIATORS  
Must be delivered within twenty-four (24) hours after receipt of order.

**IF THIS DELIVERY TIME IS NOT ACCEPTABLE, THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN THE BID PROPOSAL.**

Monroe County reserves the right to reject a bid if the alternate delivery time is not acceptable.

**DEFINITION OF TIME:**

All services covered under this contract are expected to be performed during regular business hours, Monday through Friday, 8:00 a.m.-5:00 p.m.

**BP #0609-04**  
**RADIATOR REPAIR AND REPLACEMENT**  
**PRICE SHEET**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRODUCT OFFERED</u></b>	<b><u>UNIT PRICE</u></b>
<b>A.</b>	<b>RADIATORS</b>		
1.	BAUER #2056	Silla 2056	\$ 116.00
2.	BAUER #2148	Silla 7338P	\$ 98.00
3.	BAUER #2183	Silla 8183A -	\$ 137.00
4.	BAUER #2217	Silla 2217P	\$ 114.00
5.	BAUER #2286	Silla 2286P	\$ 108.00
6.	BAUER #2410	Silla 2401P	\$ 109.00
7.	BAUER #1694	Silla 1520	\$ 206.00
8.	BAUER #1693	Silla 2547	\$ 174.00
9.	BAUER #2260	Silla 9417A	\$ 132.00
10.	BAUER #1456	Silla 2339 -	\$ 131.00
11.	BAUER #1451	Silla 2183A	\$ 121.00
12.	BAUER #1707	Silla 1707	\$ 139.00
13.	BAUER #2154	Silla 1831	\$ 189.00

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<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRODUCT OFFERED</u></b>	<b><u>UNIT PRICE</u></b>
<b>B.</b>	<b>CORES</b>		
1.	CANCORE #CT171	Cancore CT171	\$ 185.00
2.	CANCORE #CT175	Cancore CT175	\$ 178.00
3.	CANCORE #CT191	Cancore CT191	\$ 127.00
4.	CANCORE #CT505	Cancore CT505	\$ 154.00
5.	CANCORE #CT505M	Cancore CT505M	\$ 168.00
6.	CANCORE #QE4130	Cancore Q64130	\$ 286.00
7.	CANCORE #QE5364	Cancore Q65364	\$ 219.00
8.	CANCORE #RF6390	Cancore RF6390	\$ 258.00
9.	CANCORE #CT6517	Cancore CT6517	\$ 180.00
10.	CANCORE #CT6625	Cancore CT6625	\$ 179.00
11.	CANCORE #CN9512M	Cancore CN9512M	\$ 398.00

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<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PRODUCT OFFERED</u></b>	<b><u>UNIT PRICE</u></b>
<b>C.</b>	<b>AC CONDENSORS</b>		
<b>1.</b>	<b>BAUER #4629</b>	<b>Silla C0001A</b>	<b>\$ 103.00</b>
<b>2.</b>	<b>BAUER #4881</b>	<b>Silla C0167</b>	<b>\$ 106.00</b>
<b>3.</b>	<b>BAUER #4011</b>	<b>Silla C0288</b>	<b>\$ 122.00</b>
<b>4.</b>	<b>BAUER #4779</b>	<b>Silla C00064A</b>	<b>\$ 100.00</b>
<b>5.</b>	<b>BAUER #4678</b>	<b>Silla C0083</b>	<b>\$ 103.00</b>
<b>6</b>	<b>BAUER #4883</b>	<b>Silla C0190</b>	<b>\$ 105.00</b>
<b>7.</b>	<b>BAUER #4806</b>	<b>Silla C0110</b>	<b>\$ 108.00</b>
<b>8.</b>	<b>BAUER #4550</b>	<b>Silla C2441</b>	<b>\$ 105.00</b>
<b>9.</b>	<b>BAUER #4544</b>	<b>Silla C6423A</b>	<b>\$ 104.00</b>
<b>10.</b>	<b>BAUER #4720</b>	<b>Bauer 4720</b>	<b>\$ 153.00</b>



BP #0609-04  
RADIATOR REPAIR AND REPLACEMENT  
PRICE SHEET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRODUCT OFFERED</u>	<u>UNIT PRICE</u>
D.	LABOR RATE TO REPAIR AND/OR TO RECORE		\$ 60.00 <u>/HR</u>

**BP #609-04**

## **RADIATOR REPAIR AND REPLACEMENT** **PRICE SHEET**

**ITEM**

**E. SPECIFIED PRICE LIST:      BAUER TRADE AND JOBBER PRICING FOR  
COMPLETE RADIATORS  
TJ 9/27/96 (TRADE COLUMN DISCOUNTED)**

**PRICE LIST OFFERED:**

**DISCOUNT FOR ADDITIONAL RADIATORS NOT SPECIFICALLY LISTED IN ITEM A:**  
**net%**

**F. SPECIFIED PRICE LIST: CANCORE MANUFACTURER AUTOMOTIVE, TRUCK  
AND INDUSTRIAL CORE PRICE LIST  
06/97 (TRADE COLUMN DISCOUNTED)**

**PRICE LIST OFFERED:**COUNT FOR ADDITIONAL CORES NOT SPECIFICALLY LISTED IN ITEM B: net %

**G. SPECIFIED PRICE LIST: BAUER TRADE AND JOBBER PRICING FOR COMPLETE AC CONDENSERS**

**PRICE LIST OFFERED:**

**COLUMN TO DISCOUNT FOR ADDITIONAL CONDENSERS NOT SPECIFICALLY LISTED IN ITEM C: net %**

## **MONROE COUNTY PURCHASING** **Vendor Performance Survey**

**Contract Title:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

***Please submit this survey to Monroe County Purchasing.***